

**ROLLINS COLLEGE ALUMNI ASSOCIATION  
AMENDED AND RESTATED AGREEMENT**

This Agreement is entered into by and between **MBNA AMERICA BANK, N.A.** a national banking association having its principal place of business in Newark, Delaware (hereinafter referred to as "MBNA America") and **ROLLINS COLLEGE ALUMNI ASSOCIATION**, having its principal place of business in Winter Park, Florida (hereinafter referred to as "RCAA") for themselves, their successors and assigns.

WHEREAS, RCAA entered into an agreement with Maryland Bank, N.A., which was then a national banking association having its principal place of business in Newark, Delaware, and Trans National Group Services, Inc., which was then a Delaware corporation with principal offices in Boston, Massachusetts ("TNGS") last dated October 6, 1989, as amended by an addendum between RCAA, Maryland Bank, N.A., and Trans National Financial Services, Inc. ("TNFS") last dated October 6, 1989 (collectively, the "Original Agreement");

WHEREAS, MBNA America, successor in interest to Maryland Bank, N.A., and TNFS Limited Partnership, a successor in interest and TNFS have entered into an assignment agreement providing MBNA America with all of the rights and privileges associated with the Original Agreement; and

WHEREAS, MBNA America is responsible for the administration of the Financial Services (as hereinafter defined); and

WHEREAS, the parties wish to continue their relationship pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties mutually agree as follows:

**1. DEFINITIONS**

When used in this Agreement,

- (a) "Agreement" means this Agreement and Schedule A.
- (b) "Anniversary Date" means March 1, 1999, or the final day of the term of any extension of this Agreement, whichever occurs later.
- (c) "Customer" means any Member who is a participant in the Program.
- (d) "Financial Services" includes but is not limited to credit card programs, revolving loan programs, general bank card services, travel and entertainment card services, deposit services, and long distance calling card services.
- (e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and telephone numbers of Members segmented by zip codes or reasonably selected



membership characteristics.

(f) "Member" means members of RCAA and students at Rollins College plus other participants mutually agreed to by RCAA and MBNA America.

(g) "Program" means those programs and services of the Financial Services MBNA America agrees to offer from time to time to the Members.

(h) "Trademarks" means any logo, servicemark, tradename, or trademark presently used or acquired by RCAA during the term of this Agreement.

## **2. AGREEMENT TO PROVIDE SERVICES**

In accordance with the terms and conditions of this Agreement, MBNA America agrees to offer the Program to the Members, and to directly compensate RCAA with Royalties generated thereby, and RCAA agrees to exclusively endorse the Program and provide MBNA America with information, licenses and general assistance for solicitation and administration of the existing and new Financial Services to Members.

## **3. RIGHTS AND RESPONSIBILITIES OF RCAA**

(a) RCAA agrees that during the term of this Agreement and any extension, it does and will continue to endorse the Program exclusively and will not sponsor, advertise, aid or develop any Financial Services of any organization other than MBNA America. RCAA will not license its Trademarks, nor sell, rent or otherwise make available its Mailing Lists or information about its current or potential Members in relation to or for promoting any other Financial Services. RCAA further agrees that during the term of this Agreement, no RCAA publication shall carry advertisements for any other Financial Services.

(b) RCAA authorizes MBNA America to solicit its Members by mail, advertisements and or telephone for participation in the Program.

(c) RCAA shall have the right of prior approval of all Program advertising and solicitation materials to be used by MBNA America, which contain either RCAA's Trademark or the endorsement of RCAA, which shall not be unreasonably withheld or delayed.

(d) RCAA shall provide MBNA America with current and updated Mailing Lists free of charge. In the event there is a cost to MBNA America for an initial mailing list or an update to that list, the cost shall be deducted from the Royalties earned by RCAA.

(e) RCAA shall not provide any information to or otherwise communicate with Members or potential Members about the Program without MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to RCAA.

(f) RCAA warrants and represents that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement. RCAA hereby grants MBNA America a limited, non-exclusive license to use its Trademarks solely in



conjunction with the Program, including the promotion thereof. This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks of any successor corporation or organization as well as any Trademarks used or acquired by RCAA during the term of this Agreement. Nothing stated in this Agreement prohibits RCAA from granting to other persons a license to use the Trademark in conjunction with the provision of any other service or product, except for any Financial Services.

(g) RCAA shall provide MBNA America with a subscription without charge to any and all RCAA publications.

#### **4. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA**

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior approval of all advertising and solicitation materials concerning or related to the Program.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to an individual Customer's or Member's accounts independent of RCAA.

(e) MBNA America shall use the Mailing Lists consistent with this Agreement and shall not permit those entities handling the Mailing List to use it for any other purpose. MBNA America shall have the right to designate persons on the Mailing Lists to whom promotional material may not be sent including, without limitation, based on appropriateness of products offered, Members who have been denied credit from previous mailings, who reside in a foreign country or reside in states where credit card solicitations are prohibited by law or subject to prohibitive legal or logistic conditions. The Mailing Lists are and shall remain the sole property of RCAA. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files which shall not be subject to this Agreement will not imply or suggest an endorsement by RCAA.

#### **5. ROYALTIES**

During the term of this Agreement, MBNA America shall pay to RCAA all Royalties set forth in Schedule A and Schedule B, attached and incorporated herein. RCAA shall submit a completed IRS W-9 immediately following execution of this Agreement. Royalties will not be paid without a completed IRS W-9 form.

#### **6. CROSS INDEMNIFICATION**

RCAA and MBNA each will indemnify and hold harmless the other party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assigns from



and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by RCAA or MBNA America, respectively as the case may be, or its directors, officers or employees. This provision includes the Trademark license granted herein. Each party shall notify the other party in writing (in the manner provided for in this Agreement) of notice of any claims or complaints that may result in the indemnification by the other party.

## **7. RATES AND BENEFITS**

MBNA America reserves the right to make periodic adjustments to the terms and features of the MBNA America Program. MBNA America shall inform RCAA prior to such an adjustment. In the event the change increases the fees or finance charges to be paid by the Customer, MBNA America shall, as required by Delaware and applicable federal law, give each Customer the opportunity to reject the change and pay the existing balance under the prior terms, in accordance with Delaware and applicable federal law.

## **8. CONFIDENTIALITY OF AGREEMENT**

MBNA America and RCAA expressly agree that the terms of this Agreement shall remain confidential as of the issue date of the proposal and will not be disclosed to the general public or any third person, except by mutual written consent (assignment of this Agreement shall not be a violation of this provision). However, MBNA America and RCAA shall be permitted to disclose such terms to their accountants, legal, financial and marketing advisors as are necessary for the performance of their respective duties, or as required by law, provided that said advisors agree to be bound by the provision of this Section 8.

## **9. TERM OF AGREEMENT**

(a) Any previous agreements between the parties that may overlap the term of this Agreement will become invalid on the day this Agreement is signed. The initial term of this Agreement will be for a five (5) year period beginning March 1, 1994 until March 1, 1999. This Agreement will be automatically extended on the Anniversary Date or any extension thereof for successive two-year periods. After the initial term either party may terminate this Agreement by providing written notice to the other party, as provided herein.

(b) Schedule A is accurate as of March 1, 1994, and MBNA America shall not adjust the rate provisions of this Schedule A for 90 days from such date.

(c) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by RCAA to the Members. Upon termination or expiration of this Agreement RCAA shall not take action with MBNA America or any other person to cause the removal of RCAA's identification or Trademarks from the credit devices or records of any Customer prior to the expiration of the Customer's credit device.



## **10. STATE LAW GOVERNING AGREEMENT**

This Agreement shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

## **11. TERMINATION**

(a) In the event of any material breach or default of this Agreement by MBNA America or RCAA, the other party if affected by this breach may, in its sole discretion, cancel this Agreement by giving sixty (60) days written notice to the defaulting party, provided that the defaulting party has been given a reasonable opportunity to cure the breach or default.

(b) If either MBNA America or RCAA becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation this Agreement shall immediately terminate. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor, or to any court or creditor appointed committee or receiver.

(c) Upon expiration or termination of this Agreement, MBNA America shall, in a manner consistent with Section 9(c) of this Agreement, immediately cease to use the Trademarks. MBNA America agrees that upon such expiration or termination it will not claim any right, title, or interest in or to the Trademarks.

## **12. MISCELLANEOUS**

(a) This Agreement cannot be amended except by written agreement signed by the authorized officers of both parties hereto.

(b) The obligations in Sections 6, 8, 9(c), and 12(b) shall survive any termination or expiration of this Agreement.

(c) The waiver or failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of any other right or any future rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed received upon actual receipt of overnight courier delivery, registered or certified mail, postage prepaid, return receipt requested by:



(i) If to RCAA:

ROLLINS COLLEGE  
Alumni House  
Winter Park, Florida 32789  
Attention: Ms. Cynthia R. Wood  
Executive Director

(ii) If to MBNA America:

MBNA AMERICA BANK N.A.  
400 Christiana Road  
Newark, Delaware 19713

Attention: Mr. Terrance R. Flynn  
Senior Executive Vice President

Any party may change the address to which communications are to be sent by giving notice of such change of address.

If RCAA is providing MBNA America with notice pursuant to Section 9(a) herein, RCAA must provide notice at least twelve (12) months before the effective date contained in such notice.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, agreements, negotiations or discussions, oral or written, made by either party or its employees, officers or agents shall be valid and binding. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, RCAA may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may assign any of its rights or obligations under this Agreement to any other person without the prior written consent of RCAA.

(h) It is agreed and understood that MBNA America and RCAA are not agents, representatives or employees of each other.

(i) RCAA recognizes and agrees that MBNA America's goodwill and reputation in the marketplace are valuable and intangible assets; therefore, RCAA agrees that it shall not conduct itself in a manner which may impinge on these assets. In the event MBNA America determines that RCAA does not so conduct itself, MBNA America may immediately terminate this Agreement.

(j) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than RCAA and MBNA America, their successors and assigns, any rights or remedies under by reason of this Agreement.



IN WITNESS WHEREOF, the parties hereto by their authorized representatives have set their hands on the dates indicated below and warranted that they are authorized representatives.

**ROLLINS COLLEGE ALUMNI ASSOCIATION**

Dated this 14<sup>th</sup> day  
of April, 1994

By: *Cynthia A. Wood*  
Title: Executive Director

**MBNA AMERICA BANK N.A.**

Dated this \_\_\_\_\_ day  
of \_\_\_\_\_, 1994

By: *Harold A. Walker*  
Title: \_\_\_\_\_



## SCHEDULE A

### **I. TERMS AND FEATURES**

Subject to MBNA America's right to vary the terms and features of the Program, and to the terms and conditions entered into between MBNA America and each Customer:

#### **A. CREDIT CARD ACCOUNTS - Alumni Members**

- o There is NO Annual Fee for the first year for the Members.
- o The Annual Fee when applied is:     \$40.00 Gold Credit Card Account  
  \$20.00 Preferred Credit Card Account
- o The current Annual Percentage Rate for Members will be a fixed rate of 17.9%, or a variable rate of prime plus 9.9%, which is currently 15.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

#### **B. CREDIT CARD ACCOUNTS - Student Members**

- o There is NO Annual Fee for the first year for the Members.
- o The Annual Fee when applied is:     \$40.00 Gold Credit Card Account  
  \$20.00 Preferred Credit Card Account
- o The current Annual Percentage Rate for Members will be a fixed rate of 17.9%, or a variable rate of prime plus 10.9%, which is currently 16.9%. The prime rate will be the highest U.S. prime rate as published on certain dates in the Money Rates Section of The Wall Street Journal. The variable rate will be determined quarterly as provided under the Cardholder Agreement entered into between MBNA America and each such Customer.

Customers will be offered opportunities to select credit insurance as a benefit under the Program.

#### **C. GOLD RESERVE ACCOUNTS - Alumni Members**

- o There is NO Annual Fee for the first six months for the Members.
- o The Annual Fee for the second six (6) months, when applied, is \$7.50.
- o Thereafter the Annual Fee, when applied, is \$15.00.



- o The current Annual Percentage Rate is 17.9%.

D. GOLD OPTION ACCOUNTS - Alumni Members

- o There is NO Annual Fee for the Members.
- o The current Annual Percentage Rate is 15.9%.

II. **ROYALTY ARRANGEMENT**

During the term of this Agreement, or any extension thereof, MBNA America will pay RCAA a Royalty calculated according to the following schedule, for those accounts with active charging privileges:

A. CREDIT CARD ACCOUNTS - Alumni Members

- o \$1.00 for every new Credit Card Account opened by a Member of RCAA, which remains open for at least ninety (90) days.
- o \$3.00 for each year a Credit Card Account is renewed and an Annual fee is paid by a Customer.
- o \$0.25 per retail purchase transaction (net of any refunds, returns and fraudulent transactions, which shall be deducted by MBNA America) made by Customers.
- o RCAA will receive .25% of net phone transaction volume (net refunds and fraudulent calls) made through these benefits by Members who have a credit card account in good standing opened pursuant to the Program. Phone transactions will not qualify for any other transaction-based royalty.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

B. CREDIT CARD ACCOUNTS - Student Members

- o \$1.00 for every new Credit Card Account opened by a Member of RCAA, which remains open for at least ninety (90) days.
- o \$3.00 for each year a Credit Card Account is renewed and an Annual fee is paid by a Customer.
- o .15 of 1% of all retail purchase transactions (net of any refunds, returns and fraudulent transactions, which shall be deducted by MBNA America) made by Customers.
- o RCAA will receive .25% of net phone transaction volume (net refunds and fraudulent calls) made through these benefits by Members who have a credit card account in good standing opened pursuant to the Program. Phone



transactions will not qualify for any other transaction-based royalty.

Except where otherwise provided, payment for the above sections shall be made approximately 45 days after the end of each calendar quarter.

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS - Alumni Members

- o \$0.50 for each Gold Reserve account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- o 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Reserve account active and in good standing throughout the same calendar year. This will be paid approximately 45 days after the close of each Calendar Quarter.
- o \$2.00 for each Gold Reserve account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS - Alumni Members

- o \$0.50 for each Gold Option account opened during each calendar year, as determined in each calendar quarter. This will be paid within 45 days of each quarter end.
- o 0.25% of the average of the 12 month-end Outstanding Balances in the calendar year for each Gold Option account active and in good standing throughout the same calendar year. This will be paid annually within 60 days of the calendar year end.
- o \$2.00 for each Gold Option account renewed, for each year that such account is renewed, applicable Annual Fee is paid, and active charging privileges are in force. This amount will be paid approximately 45 days after the close of each Calendar Quarter.



**ADDENDUM TO THE ROLLINS COLLEGE ALUMNI ASSOCIATION  
AMENDED AND RESTATED AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 18<sup>th</sup> day of May, 2000, by and between Rollins College Alumni Association ("RCAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, RCAA and MBNA America are parties to an affinity agreement last dated April 14, 1994 (the "Agreement"); and

WHEREAS, RCAA and MBNA America mutually desire to amend the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, RCAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on March 31, 2006. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. Effective April 1, 2000, Schedule A of the Agreement is amended by deleting Section II.A., in its entirety and replacing this with the following:
  - A. CONSUMER CREDIT CARD ACCOUNTS
    1. \$1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days.
    2. \$3.00 (three dollars) for each consumer Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each consumer Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that consumer Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
    3. 0.50% (one half of one percent) of all retail purchase transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).



4. Effective April 1, 2000, Schedule A of the Agreement is amended by deleting Section II. B., in its entirety and replaced with the following:

B. SPONSORSHIP PAYMENT

Within 30 days of the execution of this Addendum, MBNA America will make a one-time payment to RCAA of Five Thousand Dollars (\$5,000.000) for RCAA to use to sponsor an alumni event.

5. In addition to RCAA's obligations under the Agreement to exclusively endorse the Program, RCAA agrees that during the term of this Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

ROLLINS COLLEGE ALUMNI ASSOCIATION

By: Cynthia R. Wood  
Name: Cynthia R. Wood  
Title: Assnt VP for Alumni Programs  
Date: 5/18/2000

MBNA AMERICA BANK, N.A.

By: Terri Murphy  
Name: Terri Murphy  
Title: Branch Director  
Date: 6/1/00

acc 6/29/00



**WORLD POINTS ADDENDUM  
TO THE ROLLINS COLLEGE AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 5<sup>th</sup> day of August, 2005, by and between Rollins College ("RC"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, RC and MBNA America are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of RC; and

WHEREAS, RC and MBNA America mutually desire to amend the Agreement to include the loyalty reward enhancement (the "Reward Enhancement") as another aspect of RC's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, RC and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. When used in this Addendum, the term "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.

3. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Reward Enhancement to some or all of the persons included on the lists provided by RC under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, *World Points*). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

4. RC agrees to not endorse, sponsor, promote, aid, advertise, or develop a rewards program similar to the Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of RC's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Reward Enhancement.

5. During the term of the Agreement, RC will receive the royalties set forth on Attachment #1, Section II. for the Reward Credit Card Accounts. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

6. Upon termination or expiration of the Agreement, or any aspect of the Program, RC shall not take action to cause the removal of RC's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the



credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, RC hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. RC represents and warrants that RC has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

7. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through MBNA America affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

8. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**ROLLINS COLLEGE**

**MBNA AMERICA BANK, N.A.**

By: Elizabeth Francotio

By: Thomas W. Brooks

Name: Elizabeth Francotio

Name: Thomas W. Brooks

Title: Director of Alumni Relations

Title: SEVP

Date: 8/24/05

Date: 9/23/05



## **Attachment #1**

### **I. Reward Enhancement Brief Product Description**

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

- A. There is no Annual Fee.
- B. Customers may be able to select credit protection as a benefit under the Program.

### **II. Reward Credit Card Account Royalties**

During the term of this Agreement, MBNA America will pay RC a Royalty calculated as follows, for those Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

- A. \$1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.
- B. \$1.00 (one dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.
- C. 2.50% of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Credit Card Accounts (the "Finance Charges"). This payment shall be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three months. The sum of the Finance Charges assessed during each of the three months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement shall include only Finance Charges assessed during such month, and shall exclude Finance Charges assessed on Reward Credit Card Accounts which, as of the day



of measurement, are thirty-five (35) or more days delinquent or are 10% or more over the assigned credit line for such Reward Credit Card Account.



## TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of July, 2008 by and between Rollins College Alumni Association, Inc. ("RCAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, RCAA and Bank are parties to an Amended and Restated Affinity Agreement dated as of April 14, 1994, as the same has been amended (the "Agreement"), wherein Bank provides certain Financial Services to certain persons included in certain lists provided to Bank by or on behalf of RCAA; and

WHEREAS, RCAA and Bank mutually desire to extend the term of the Agreement and to otherwise modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, RCAA and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.
2. The current term of the Agreement is hereby extended to end on June 30, 2013. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.
3. The following definition is revised to read in its entirety as follows:

**"Reward Enhancement"** means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under another name (e.g., World Points), as determined by Bank from time to time, in its sole discretion.
4. The following definitions are hereby added to Section 1 of the Agreement:

**"Credit Card Account"** means a credit card account opened in response to marketing efforts made pursuant to the Program.

**"Emerging Account"** means a Credit Card Account coded by Bank with one of Bank's risk management identifiers. Emerging Accounts may carry a Reward Enhancement.

**"Emerging GIP Account"** means an Emerging Account opened pursuant to a GIP in which RCAA complies with the GIP provisions of this Agreement.

**"GIP Account"** means a consumer Credit Card Account opened pursuant to a GIP in which RCAA complies with the GIP provisions of the Agreement.

**"Group Incentive Program" or "GIP"** means any marketing or other program whereby RCAA conducts and funds solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

**"Reward Account"** means a Credit Card Account carrying a Reward Enhancement.



"Reward GIP Account" means a Reward Account opened pursuant to a GIP in which RCAA complies with the GIP provisions of the Agreement.

"Royalties" means the compensation as set forth on Schedule A, as amended by Attachment #1, attached hereto and incorporated herein by reference.

5. The following is hereby added to the Agreement as a new Section 13:

"13. GROUP INCENTIVE PROGRAM

(a) Bank shall design all advertising, solicitation, and promotional material with regard to the Program, except with respect to those materials designed by RCAA pursuant to any GIP. In that regard, RCAA shall give Bank sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle RCAA to the GIP Royalty specified in Schedule A, as amended by Attachment #1, attached hereto, subject to the other terms and conditions of this Agreement.

(b) All marketing materials generated as a result of such GIP programs shall be coded by RCAA as instructed by Bank for tracking purposes. Marketing materials or telemarketing inquiries from Members which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP Royalty as set forth in Schedule A.

(c) In addition to all other rights it may have under this Agreement, Bank shall have the right of prior approval of all advertising and solicitation materials distributed by RCAA pursuant to any GIP. Bank shall have approval and control of the scope, timing, content, and continuation of any GIP.

(d) All costs incurred by Bank in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of RCAA pursuant to any GIP shall be deducted from any or all Royalty payments due RCAA under this Agreement.

(e) RCAA shall comply with Bank's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP. This Section 13(e) shall survive termination of the Agreement."

6. Schedule A of the Agreement and Attachment #1 of that certain World Points Addendum to the Agreement dated as of August 5, 2005 are hereby deleted in their entireties and replaced by a new Schedule A, as set forth on Attachment #1 hereto.

7. A new Section 14 is hereby added to the Agreement as follows:

"14. If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimus adverse impact on Bank's business, as determined by Bank in its discretion ("Impact"), then Bank may notify RCAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty business days after RCAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to RCAA, upon ninety days advance written notice."

8. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between



this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through Bank's affiliates.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

ROLLINS COLLEGE  
ALUMNI ASSOCIATION, INC.

FIA CARD SERVICES, N.A.

By: Elizabeth D. Francis

By: Sandra Wirt

Name: Elizabeth D. Francis

Name: SANDRA WIRT

Title: President of Alumni Relations

Title: SVP

7/31/08



ATTACHMENT #1

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay RCAA a Royalty calculated as follows, for those accounts with active charging privileges. Bank may create a special class of consumer accounts for RCAA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$30.00 (thirty dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Accounts.

1. \$1.00 (one dollar) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.



This Royalty will not be paid for any Account which, after opening, converts to a Reward Account or for any Reward GIP Account.

2. \$3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and annual anniversary of the month in which the Reward Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Account may renew every twelve months after the opening of the account.
3. 2.50% (two and one half percent) of the finance charges assessed within a calendar quarter by the application of the relevant periodic rate(s) to the respective average daily balance(s) of certain Reward Accounts (the "Finance Charges"). This payment will be calculated as of the end of each calendar quarter. The Finance Charges are assessed based upon the application of the relevant periodic rate(s) to the average daily balances measured as of the end of each of the preceding three (3) months. The sum of the Finance Charges assessed during each of the three (3) months within the calendar quarter times the above percentage rate is the quarterly payment due under this section. Each monthly measurement will include only Finance Charges assessed during such month, and will exclude Finance Charges assessed on Reward Accounts which, as of the day of measurement, are thirty-five (35) or more days delinquent or are ten percent or more over the assigned credit line for such Reward Account.
4. \$30.00 (thirty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

#### C. EMERGING ACCOUNTS

Emerging Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Emerging Accounts.

1. \$1.00 (one dollar) for each new Emerging Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$1.00 (one dollar) for each Emerging Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Emerging Account which: 1) has a balance greater than zero (0) as of the last processing day of every twelfth (12<sup>th</sup>) month after the opening of that Emerging Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using an Emerging Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the



purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

4. \$10.00 (ten dollars) for each Emerging GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Emerging GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Emerging GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Reserve Account opened, that is utilized by the Customer for at least one (1) transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Reserve Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Reserve Accounts that are open with active charging privileges as of the last processing day of such month.

E. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. \$5.00 (five dollars) for each new Gold Option Account opened, that is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.
2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the twelve (12) month period immediately prior to a Gold Option Account's opening of account anniversary date. This payment will be calculated as of the end of such twelve (12) month period, based upon outstanding balances measured as of the end of each of the preceding calendar months of that period occurring during the term of the Agreement. Each monthly measurement will include outstanding balances for only those Gold Option Accounts that are open with active charging privileges as of the last processing day of such month.